

**ORDER 2021-81  
IN RE SETTLEMENT AGREEMENT**

**THE UNITED STATES PLAYING CARD COMPANY  
21-USPC-01**

After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

**APPROVED**

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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 25<sup>th</sup> DAY OF MAY, 2021.**

**THE INDIANA GAMING COMMISSION:**



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Michael B. McMains, Chair

ATTEST:



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Jason Dudich, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>THE UNITED STATES PLAYING</b>	)	<b>21-USPC-01</b>
<b>CARD COMPANY</b>	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and The United States Playing Card Company (“USPC”) (collectively, the “Parties”) desire to settle this matter prior to the initiation of a disciplinary proceeding pursuant to 68 IAC 13-1-18(a). The Parties stipulate and agree to the following:

**FINDINGS OF FACT**

1. 68 IAC 14-3-10(a) and (b) provides at least ten (10) days before transporting dice or playing cards, the person causing the movement of the dice or playing cards shall notify the executive director, in writing, and provide the following information:
  - (1) The:
    - (A) full name;
    - (B) business address; and
    - (C) business telephone number;of the supplier licensee that is selling the dice or playing cards. (2) The:
    - (A) method of transportation; and
    - (B) name, business address, and business telephone number of the carrier or carriers. (3) The:
      - (A) full name;
      - (B) business address; and
      - (C) business telephone number;of the person to whom the dice or playing cards are being transported.
    - (4) The individual responsible for the shipment of the dice or playing cards for each person listed in subdivisions (1) through (3).
    - (5) The quantity of dice or playing cards being transported.
    - (6) A brief description of the dice or playing cards being transported.
    - (7) The expected date and time of delivery to the riverboat of the dice or playing cards.
  - (b) The person receiving the dice or playing cards must prove receipt of the dice or playing cards if requested by the executive director.

2. On March 3, 2021, a playing card shipment was received at Tropicana Evansville. Tropicana received thirty-three (33) red six-deck cases, thirty-three (33) blue six-deck cases, twenty-five (25) red single deck cases, and twenty-five (25) blue single deck cases. A review of the Commission approved shipment notification determined that thirty-five (35) red six deck cases, forty-three (43) blue six deck cases, twenty-five (25) red single deck cases, and twenty-five (25) blue single deck cases were to be received. Therefore, the shipment was short by twelve (12) cases. It was later discovered that the notification sent to the Commission for approval was incorrect.
3. On February 24, 2021, a playing card shipment was received at Majestic Star Casino. The playing card shipment had initially been delivered to the Spectacle office in Indianapolis. All playing card shipment approvals had the address for Majestic Star Casino. It was later discovered that US Playing Card had shipped to the billing address.
4. On March 12, 2021, an Assistant Table Games Shift Manager at Hollywood Casino notified Gaming Agents that a box of playing cards had been opened and did not belong to Hollywood Casino. The playing cards were for Pearl River Resort. The box of playing cards was pre-shuffled six decks of cards with a label for Hollywood Casino on the box; however, the playing cards inside the box were for Pearl River Resort.

### **TERMS AND CONDITIONS**

Commission staff alleges that the acts or omissions of USPC by and through its agents as described herein constitute a breach of IC 4-33, IC 4-35, and/or 68 IAC. The Commission and USPC hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against USPC.

USPC shall pay to the Commission a total of \$4,500 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in the findings above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, USPC agrees to promptly remit payment in the amount of \$4,500 and shall waive all rights to further administrative or judicial review.

This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified

or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

This Agreement shall be binding upon the Commission and USPC.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.

\_\_\_\_\_  
Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

Stephanie Krummert  
Stephanie Krummert  
Casino Compliance Manager  
The United States Playing Card  
Company

\_\_\_\_\_  
Date

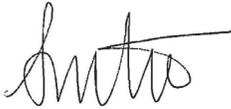
May 11, 2021  
Date

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This Agreement shall be binding upon the Commission and USPC.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



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Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

5/24/21

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Date

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Stephanie Krummert  
Casino Compliance Manager  
The United States Playing Card  
Company

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Date